

**City of Newton  
Engineers Association  
Memorandum of Agreement  
7/26/2011**

**Two year contract July 1, 2009 to June 30, 2011:**

**7/1/2010 Longevity - Increase longevity payments as follows:**

5-9 years	new rate	\$625
10-14 years	new rate	\$875
15-19 years	new rate	\$975
20-24 years	new rate	\$1175
25-29 years	new rate	\$1350
30 + years	new rate	\$1600

**6/30/2011 Bonus - \$500 one time signing bonus**

**Three year contract July 1, 2011 to June 30, 2014:**

**7/1/2011 Wages:**

- Signing bonus of \$750 to be paid upon implementation of health insurance changes, then added to base wages on 7/1/2012
- Salary step advancement for employees with an anniversary date on any day from July 1, 2011 – December 31, 2011, who are eligible for step advancement on such anniversary date, shall be delayed until January 1, 2012 at which time each such eligible employee shall advance one step, and January 1<sup>st</sup> shall become those employees' new anniversary date for future step advancement.
- 1.5% COLA

**Health Insurance Changes**

- 75%-25% Contribution rate for all new employees
- City may require mandatory mail order, subject to availability through the health insurance carriers pharmacy benefit manager, for all maintenance medications
- Specialist Office visits – new \$35 co-pay/visit

**IAC Recommended Health plan changes:**

- Deductible of \$250/\$500 – out of pocket max \$1000/\$2500
- Physician Office visits – increase of \$5 to \$20/visit
- Preventative care - \$0 co-pay
- Emergency Room co-pay increase of \$50 to \$100/visit
- Outpatient day surgery co-pay –new \$100 co-pay
- 30 day Prescription drug co-pay increase
  - Tier 1 - \$15
  - Tier 2 - \$30
  - Tier 3 - \$50

- The City agrees that in return for the changes listed above, it will not seek further changes in the terms and conditions of the health insurance plans offered by it to its bargaining unit employees without the express written assent of the Association until at the earliest, negotiations for a successor to the 2011 – 2014 collective bargaining agreement. Further, should Federal or State law be enacted purporting to allow any such changes prior to the negotiations for a successor agreement, the City will not pursue any such changes unless it is legally compelled to do so.

**Bereavement Leave:** Amend Article 7A.01 to read:

An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding ~~three (3)~~ **five (5)** days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, or sister-in-law. Every absence shall be approved and certified by the Commissioner of Public Works.

**Religious Days:** Delete religious days and increase number of personal days from 2 days to 5 personal days.

**Vacation:** Amend Article 28.03 to read:

Engineering members will be allowed to carry over one week of unused vacation upon written request to the Commissioner of Public Works, to be used no later than December 31st of each year or it will be added to the members' special leave bank.

**Snow Operations:** Amend Article 33 to read:

**33.01: On-call:** Engineering members who are required or volunteer to perform snow operation duties (i.e. chasing), and who are notified, either verbally or by any other means, by the Commissioner of Public Works or his designee, that the members are to be available after standard working hours for the purpose of returning to perform overtime work due to the threat of an imminent storm, then the members shall be deemed to be "on-call."

**33.02: Snow Premium:** Engineering members who report for snow operations shall receive a four (\$4) dollar per hour snow premium for the first eight hours of time worked, and a five (\$5) dollar per hour snow premium starting at the ninth hour of any continuous snow operation duties.

**33.03: Compensatory time:** Engineering members who have worked overtime for snow operation duties shall have the right, at their discretion, to receive either monetary overtime compensation or may elect to receive compensatory time at time and one half hours worked. However, any member who has elected

compensatory time in lieu of overtime shall still receive the snow premium in accordance with section 33.02.

**Vehicle Policy:** Add Article 34 to read:

The incumbent Construction Inspector and Assistant Construction Inspector shall continue to have use of a City vehicle for commuting and work purposes until they leave their employment with the City. Upon the vacancy by the incumbents, no Engineering member shall have use of a City vehicle for commuting purposes.

**Promotions:** Add Article 35 to read:

35.01 Where a vacancy exists which the City desires to fill, the position will be posted in the Engineering Division, and contain information that shall include specifications and qualifications for the position and the rate of pay. The position shall be posted within the Division for a period of six (6) business days, Wednesday to Wednesday. Within that period, Engineering members who wish to be considered will submit their names in writing to Human Resources Department who will then forward the names to the appropriate appointing authority. Qualified candidates who bid shall be considered and final selection by the appointing authority shall be made in accordance with the City's promulgated policy on promotions. If no qualified candidate applies for the position, the City may fill the position from outside of the bargaining unit.

35.02 The appointing authority will consider the following criteria in making promotions:

- (1) Special Leave utilization;
- (2) Prior disciplinary actions;
- (3) Written performance evaluations by Supervisors;
- (4) Known medical conditions that might interfere with position sought;
- (5) Prior experience;
- (6) Experience in position sought;
- (7) Other qualifications and training; and
- (8) Availability for extended work day or work week in overtime

35.03 All jobs will be filled within thirty (30) days unless for any reason the City decides not to fill the position, in which case the Association will be notified.

35.04 Promoted members shall be paid at the step and rate of the position to which he/she has been promoted as of the effective date of the promotion using the following formula:

- (1) Add 4.25% of the current base salary; and
- (2) Take the new total and round up to the next higher step that provides at least a 4.25% increase

**Overtime Distribution:** Add Article 36 to read:

The Association shall endeavor to fairly administer scheduling overtime in a rotating manner such that each qualified member has an opportunity to work overtime.

**Fair Practices:** Reinstatement of Employment: add Article 4.03 to read:

Any member of the Association, who leaves employment with the City in good standing, and returns to a position <sup>city</sup> ~~in the bargaining unit~~ within twelve (12) months, will have his or her previous benefit levels restored.

*EB*  
*DPG*  
*Al. J. Ju*  
*7/20/2011*

**Part-Time/Intern/Volunteer Positions:** Add Article 37 to read:

The City shall not hire, and /or involve any part-time personnel, interns and/or volunteers in any portion of any work that is described and/or falls within the scope of an Engineering Associations Members' job description, without first notifying the Engineering Association Membership.

**7/1/2012 Wages:**

- Regular steps
- 1.5 % COLA

**Health Insurance Changes:**

- POS Flat rate equal to HMO rate
- Introduce a limited network plan recommended through IAC

**7/1/2013 Wages**

- 1 % COLA
- Effective June 30, 2014, a new step 9, calculated at four percent (4%) more than the existing Step 8, shall be added to the salary scale at each grade. Members who have been at Step 8 for at least one year as of June 30, 2014, and who have twenty-five (25) or more years of service as of that date, shall move to Step 9 on July 1, 2014, which shall be their adjusted anniversary date. Members who have been at Step 8 for at least one year as of June 30, 2014, and who have between fifteen (15) and twenty-five (25) years of service as of that date, shall move to Step 9 on October 1, 2014, which shall be their adjusted anniversary date. All other members who have been at Step 8 for at least one year as of January 1, 2015 shall move to Step 9 on that date, which shall be their adjusted anniversary date. After January 1, 2015, members shall move to Step 9 on their anniversary date next following their advancement to Step 8.

Signed on this 26 day of July, 2011

For Engineers Association,

Gerald J. Shea  
Daniel M.  
Michael S. Bell

For the City of Newton

Maureen Connelley  
Doreen M. Smith